

# Appendix D: Non-Compete

## **Version 1:** C. Clark (2010)

### **5. Covenant Not to Compete**

During Employee's employment with the Company, and for a period of six months following the termination of Employee's employment with the Company, whether voluntary or involuntary, Employee shall not engage in, or have any interest in any person, firm, corporation or business (whether as an employee, officer, director, agent, or principal investor) that engages in the business of selling or reselling computer hardware, software, or computer related services in competition with the Company within 90 miles of any home office or SHI facility in Austin, TX.

## **Version 2:** Yoon (2013); Lella (2013); Wortham (2013); Safi (2015); Kotecki (2015)

### **5. Covenant Not to Compete**

During Employee's employment with the Company, and for a period of six (6) months following the termination of Employee's employment with the Company, whether voluntary or involuntary, (Excluding involuntary layoff) Employee shall not:

(a) be engaged, whether as an employee, officer, director, agent, contractor, consultant, or principal, in any capacity substantially similar to the capacity or capacities in which Employee was employed by SHI, with any person, firm, corporation or business that engages in the business of selling or reselling computer hardware, software, or computer related services in competition with SHI within 90 miles of the Employee's home office, if applicable, or SHI facility in Austin, Texas.

(b) have any financial interest (excluding investments in less than one percent (1%) of the equity interests of any publicly held entity) in any business or activity that engages in the business of selling or reselling computer hardware, software, or computer related services in competition with SHI.

## **Version 3:** El Batouty (2016)

### **6. Covenant Not to Compete**

During Employee's employment with the Company, and for a period of six (6) months following the termination of Employee's employment with the Company, whether voluntary or involuntary, Employee shall not:

(a) be engaged, whether as an employee, officer, director, agent, contractor, consultant, or principal, in any capacity substantially similar to the capacity or capacities in which Employee was employed by SHI, with any person, firm, corporation or business that engages in the business of selling or reselling computer hardware, software, or computer related services in competition with SHI within 90 miles of the Employee's home office, if applicable, or SHI facility in Austin, Texas; or

(b) have any financial interest (excluding investments in less than one percent (1%) of the equity interests of any publicly held entity) in any business or activity that engages in the business of selling or reselling computer hardware, software, or computer related services in competition with SHI.